

FRIGO DESIGN

**5860 McKinley Rd
Brewerton NY 13029
(800) 836-8746
www.frigodesign.com**

Cancellation Policy & Damage Notification Procedures

Every Frigo Design product is custom built specifically to fit customer's specific dimensions and design elements provided by customer and or builder. Therefore, customers may within five (5) days of placing their original order, decide to cancel their order. After the five (5) day period, the order is Non-Cancelable & Non-Refundable.

Within fifteen (15) days of receiving their product, customer MUST open box and inspect product. Immediately report any damages to Frigo Design. If damages are reported to Frigo Design after the fifteen (15) days...claim will not be honored. (See Inspection Requirement Label affixed to the outside of shipping carton).

Frigo Design Limited Warranty

Frigo Design (hereinafter "Frigo"), 5860 McKinley Rd Brewerton NY 13029 warrants that the product manufactured by it shall be free from defects in material and/or workmanship for two (2) years from the date of shipment of the product to the Purchaser. If Frigo acknowledges that any such defects found within the warranty period are the result of faulty material and/or workmanship, Frigo's sole liability and the Purchaser's exclusive remedy shall be the repair and/or replacement of the faulty product by Frigo at Frigo's expense, F.O.B. the Purchaser's address. No product or parts thereof shall be returned to Frigo without Frigo's prior written consent. The foregoing warranty does not apply to defects resulting from faulty installation, operation, disassembly or remodeling or from misuse, misapplication, neglect, abuse, accident, alteration, or the lack of proper maintenance, cleaning and care.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

The liability and remedy set forth above, in the event of a breach by Frigo of its warranties set forth above or any of the covenants or agreements relating to the sale of the products to the Purchaser, shall be the sole and exclusive remedy to the Purchaser. In no event shall Frigo's liability exceed the amount paid by the Purchaser to Frigo or any of its dealers or agents for the products to which the breach applies.

In no event shall Frigo be liable to the Purchaser for any consequential or indirect damages including but not limited to, loss of income, revenue, or profits in the event of a breach of any of the warranties or other covenants made by Frigo with respect to the sale of Frigo products to the Purchaser.

The foregoing may not be modified except by a written modification signed by Frigo. The Purchaser, by accepting delivery of any product manufactured by Frigo hereby accepts the foregoing and expressly waives any other remedy and damages, direct, indirect, and consequential.